



The Town of Summerville
Procurement Department
200 S. Main Street
Summerville, South Carolina 29483
(P) 843-851-4201 (F) 843-871-0634
towens@summervillesc.gov

April 10, 2015

Bid Number:	N/A	Bids will be received until:	May 27, 2015 2:00pm
Bid Title: Disaster Debris Removal			
Direct Inquiries to: Tracy Owens; Towens@summervillesc.gov			
Vendor Name:	FEIN/SS#:		
Vendor Address:	State Contractor #:		
City – State – Zip:			
Telephone Number:	Fax Number:		
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response.			
Authorized Signature: _____		Title: _____	
Date: _____			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.			

Invitation to Bid

Disaster Debris Removal

The Town of Summerville is seeking sealed bids from contractors to provide services necessary to ensure prompt removal and disposal of debris resulting from a disaster event. Bid packages will be available beginning Monday, April 13, 2015 between 8:30 am and 5:00 pm from the Purchasing Agent at Summerville Town Hall, 200 S. Main Street, Summerville, SC 29483. Bid documents for this bid are already posted on the Town website (www.SummervilleSC.gov).

Sealed bids are due by **2:00 pm Wednesday, May 27, 2015** and will be opened and publicly read in the 2nd floor training room in the Summerville Town Hall Annex located at 200 S. Main Street, Summerville, SC 29483. **Late bids will not be accepted, NO EXCEPTIONS.**

Return sealed bids marked:

Disaster Debris Removal

Town of Summerville
Attn: Tracy Owens
Purchasing Agent
200 S. Main Street
Summerville, SC 29483

The Town of Summerville reserves the right to reject any and all bids, to waive all formalities and to award the contract, as it appears to be in the best interest of the Town of Summerville. The right is also reserved to hold any and all bids for a period not exceeding ninety days (90) days from the opening thereof.



BIDDER REGISTRATION FORM

Disaster Debris Removal

FAX or Email to: **Name:** Tracy Owens
 Title: Purchasing Agent
 Fax #: 843-851-0634

(or) **Email your information to:** Towens@summervillesc.gov

It is **required** that you notify the Town of Summerville via email or fax to become registered as a firm interested in this solicitation and to ensure receipt of any amendments to the solicitation referenced above. You may fax this form or email this information to the Purchasing Agent listed above. Please print clearly.

Company Name, as registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone Number

Federal Tax ID (FEIN)/SS Number

Fax Number

General Contractors License #

Cell Number

State that issued GC License

E-mail

TYPE OF BUSINESS ENTITY (*check one*):

____ Individual/Sole Proprietor

____ Partnership

____ Corporation

____ Limited Liability Company

____ Other (*please specify:* _____)



ADDENDA NOTIFICATION FORM

Disaster Debris Removal

The Town of Summerville will attempt to notify all prospective firms of addenda issued to the proposal documents. However, it shall be the responsibility of the firm, prior to submitting their proposal, to contact the Purchasing Officer to determine if addenda were issued, acknowledging and incorporating it into their proposal.

As Addenda are considered binding as if contained in the original specifications, it is critical that the Consultant acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

If you would like to request notification of any addenda that may be issued regarding this project, please complete the form below and return via fax to 843-871-0634, attention Tracy Owens, Purchasing Agent. This form may also be completed, scanned and e-mailed to towens@summervillesc.gov.

By completing and returning this form, you are requesting notification of addenda that may be issued regarding this specific project only.

COMPANY NAME: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____



Purpose/Intent

Town of Summerville is seeking proposals from qualified contractors for Debris Removal and Disposal Services for a period of five (5) years. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to Town of Summerville. Town of Summerville reserves the right to enter into an intergovernmental cooperative agreement with any political subdivision within the boundaries of Town of Summerville, and as such, give the right of said agencies to coattail the contract with the awarded Contractor. This solicitation by Town of Summerville will result in the selection of an experienced firm to remove and lawfully dispose of disaster-generated debris from public property and public right-of-ways, and to setup and operate Temporary Debris Staging and Reduction Sites (TDSRS) in Town of Summerville immediately after a hurricane or other disaster. Services shall include, but are not limited to, large scale debris removal, separation, staging, and disposal; demolition work, construction and demolition debris removal; hazardous waste handling; tree trimming, erection, stump grinding and removal; marine salvage operations; sand removal from roads, streets, and right-of-ways. The CONTRACTOR may be required to supply emergency housing, power, communications, food, water ice and other services and supplies as needed during a recovery period. Although this contract shall not be considered exclusive and Town of Summerville retains the right to obtain similar services from additional Contractors, the CONTRACTOR may be called upon throughout the year to render services to assist Town of Summerville with special needs and events for other than full-scale disasters.

The CONTRACTOR shall provide technical guidance and consultation before, during and after the disaster event. CONTRACTOR shall also provide administrative support for contracted operations, on site management staff to work with Town of Summerville officials, and field supervisors, operators, drivers, laborers along with appropriate vehicles, equipment and hand tools to ensure successful recovery operations.

It is the intent that the successful proposer (CONTRACTOR) will be responsible for the preparation of the FEMA project worksheets and submittals to the Debris Management Monitor for submission to FEMA and Department of Transportation (DOT). The CONTRACTOR is responsible to provide full support to the Debris Management Monitor and Town of Summerville for the development of the project worksheets and documentation to support these projects.

This RFP is for Emergency Debris Clearance (Push), Debris/Sand Removal, Temporary Debris Staging and Reduction Site Management, and Tree and Limb Removal. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment. Town of Summerville has the right to increase or decrease the Contractor's assignment and/or areas of operation within the scope of this proposal.

Bid Process

The Town of Summerville will conduct the selection of a qualified contractor and award contract in the following manner:

- 1) This documents will be made available to interested vendors and accessible on the Town's website: www.SummervilleSC.gov
- 2) At the conclusion of the bid process, qualified bids will be presented to the Town of Summerville for review and approval.



Town of Summerville Contact

You will be required to submit any questions in writing to the Purchasing Agent, so that we may list all questions and responses on the website via an addendum, as well as sending out an email to all participants. Any questions need to be in writing to the Purchasing Agent towens@summervillesc.gov, so that they may be directed, and answered appropriately.

Town of Summerville
Attn: Tracy Owens
200 S. Main Street
Summerville, SC 29483
843-851-4201
towens@summervillesc.gov

Bid Submittal Instructions

Return sealed bids marked: **Disaster Debris Removal**

Vendors are to submit 1 (one) copy of their proposal on or before 2:00 p.m. (local time) on Wednesday, May 27, 2015 to:

Town of Summerville
Attn: Tracy Owens
Purchasing Agent
200 S. Main Street
Summerville, SC 29483
Disaster Debris Removal

ÉThe Town of Summerville reserves the right to reject any and all bids, to waive all formalities and to award the contract, as it appears to be in the best interest of the Town of Summerville. The right is also reserved to hold any and all bids for a period not exceeding ninety days (90) days from the opening thereof.

ÉAll bids should be clearly marked ***Disaster Debris Removal***

ÉIt will be the sole responsibility of the vendor to have their bids delivered to the Town of Summerville before the closing hour and date. ***Late bids will not be accepted, NO EXCEPTIONS.***

ÉBids having any erasures or corrections must be initialed in ink by the vendor. The proposal must contain the signature of the duly authorized officer of the Bidder and must be signed in ink.

ÉAll bids must be valid for contract period following the bid opening. The Contract period shall be for five (5) consecutive years. The agreement may be renewable for two (2) consecutive one (1) year terms with the concurrence of both parties on any negotiated changes to the terms and specifications contained in the agreement

ÉBids must address all RFP requirements. Partial proposals will be rejected.

ÉAll costs incurred by the vendor in preparing the proposal, or costs incurred in any other manner by the vendor in responding to this proposal will be wholly the responsibility of the vendor. All



materials and documents submitted by the vendor in response to this specification become the property of the Town of Summerville and will not be returned to the vendor.

Any proprietary information contained in the proposal should be so indicated.

The Town of Summerville will notify winning Bidder of the Bid Award.

Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.

Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.

Vendors are to include all applicable requested information and any additional information they wish to be considered..

Due to the possibility of negotiation with any vendor submitting a proposal which appears to be eligible for contract award pursuant to the selection criteria set forth in this Request for Proposal (RFP), the owner reserves the right to select the bid in the best interest of the Town and negotiate with any of the prospective bidders.

Proposals will be received by the Town of Summerville until **2:00 P.M. EST** (local time) on **Wednesday, May 27, 2015** at which time bids will be opened and publicly read.

PROPOSALS SUBMITTED VIA THE FACSIMILE MACHINE, OR E MAIL WILL NOT BE ACCEPTED.



SPECIFICATIONS

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced contractor who is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. The successful proposer(s) (CONTRACTOR) must be capable of assembling, directing, and managing a work force that can complete the debris management operations in a maximum of 45 days, or as prescribed by Federal, State, and Local Requirements. It is recognized it may take more than 45 days for complete removal depending on the scope of the disaster.

1. That which has been determined to eliminate immediate threats to life, public health, and safety.
2. That which has been determined to eliminate immediate threats of significant damage to improved public or private property.
3. That which is considered essential to ensure economic recovery of the affected community to the benefit of the community-at-large.
4. The Services shall consist of clean up, demolition, removal, reduction and disposal of debris as directed by the designated representative of the Town of Summerville.
5. Contractor will need to provide a projection of the cubic yards of material that would require processing (based on population and category of storm).
6. This service shall include Program Management Assistance.
7. The Town of Summerville shall have the right to order additions to, omissions from, or corrections, alterations and modifications to this contract. Changes involving an increase or decrease in the cost of the work, the time permitted for the work or inconsistencies with the contract specifications shall be authorized by means of an office written Contract Change Order that is mutually agreed upon and signed by the TOWN OF SUMMERVILLE and the CONTRACTOR. Such alterations shall in no way affect, vitiate, or make void this Agreement or any part thereof, except that which is necessarily affected by such alterations.
8. In any case of neglect or refusal by the CONTRACTOR to perform any extra work which may be authorized by the TOWN OF SUMMERVILLE or to make satisfactory progress in the execution of the same, the TOWN OF SUMMERVILLE may employ any person or persons to perform such work and the CONTRACTOR shall not in any way interfere with the person or persons so employed
9. Business Licenses and Insurance specifications will be required for the Contractor and ALL SUBS **NO EXCEPTIONS**. (A list will need to be provided of all subs used on this project).
10. The Town of Summerville is seeking an Agreement that shall be for three (3) consecutive years beginning on the date of acceptance by and signatures of the Town of Summerville and CONTRACTOR, whichever comes later.
11. The Agreement may be renewable on Three (3); One (1) year terms with the concurrence of both parties on any negotiated changes to the terms and specifications contained in the Agreement.
12. The successful bidder must be a Licensed Contractor.
13. Contractor must abide by all state and federal, OSHA and FEMA disaster regulations, policies and procedures.
14. Contractor must provide a complete list of all equipment dedicated to this contract.
15. Bid must include everything within this bid packet, and must include state sales tax.

NOTICE OF DISCLAIMER:



The list of items is being provided to each bidder is to aid in their ability to give a fair and competitive bid. They should not be construed as a contract or any guarantee of the award of the bid. They are only for your assistance in helping you to know what is expected of contractors bidding this job, and what will be required of each contractor.

Initials

Date



AGREEMENT FOR DISASTER RECOVERY SERVICES

Attachment 1

The following is a listing of services and/or tasks to be provided by CONTRACTOR to TOWN OF SUMMERVILLE upon receipt by CONTRACTOR of a Notice-To-Proceed.

SCOPE OF SERVICES – ONE – DEBRIS REMOVAL

Emergency Road Clearance

The CONTRACTOR shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the TOWN OF SUMMERVILLE. This operational aspect of the scope of services shall normally be for the first 70 (seventy) plus or minus hours after an Event. Once this task is accomplished, the following tasks may begin, as required.

Debris Removal from Public Rights-of-Way

As identified by and directed by the TOWN OF SUMMERVILLE, the CONTRACTOR shall accomplish the pick-up and hauling of all eligible debris to the designated Temporary Debris Staging and Reduction Sites (TDSRSs) from public rights-of-way and shall maintain debris work sites to appropriate use standards, safety standards and regulatory requirements.

Demolition of Structures, Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owned Property (other than Rights-of-Way)

Should an imminent threat to life, safety and health to the general public be present on private property or publicly owned property as referenced above, the CONTRACTOR as identified by and directed by the TOWN OF SUMMERVILLE, will accomplish the demolition of structures and the removal and relocation of the debris to the public rights-of-way. This service shall commence upon receipt by CONTRACTOR from the TOWN OF SUMMERVILLE the completed right-of-entry forms; hold harmless Agreements, and the non-duplication of benefits Agreements. The CONTRACTOR will place all debris collected through this process in the public rights-of-way, where the above scope of services (Debris Removal from Public Rights-of-Way) shall commence. The TOWN OF SUMMERVILLE feels that it is potentially in the best interest of the health and safety of its citizens to provide this service. The CONTRACTOR shall maintain debris work sites to appropriate use standards, safety standards and regulatory requirements.

Hazard Stumps (Removal, Back-fill, Haul)

As identified and directed by the TOWN OF SUMMERVILLE, the CONTRACTOR shall remove all hazardous stumps, as identified by the TOWN OF SUMMERVILLE and haul each stump to a TDSRS. Each stump shall be inspected by the TOWN OF SUMMERVILLE and CONTRACTOR inspector and documented as to the appropriate category of size for



invoicing (See Attachment 2 for size categories and prices). The CONTRACTOR shall back-fill and compact each stump hole with compatible material as determined by the TOWN OF SUMMERVILLE and CONTRACTOR.

Temporary Debris Staging and Reduction Sites (TDSRS)

Upon receipt of a written change order by the TOWN OF SUMMERVILLE, the CONTRACTOR agrees to identify, procure, operate, maintain and manage the TDSRS to accept and process all event debris. Any site preparation to include, but not limited to, any site work and materials necessary to build and maintain roads for ingress or egress, or any roads throughout the site; the construction of a roofed inspection tower sufficient for a minimum of three (3) inspectors; any environmental requirements to include, but not limited to, wind-born debris control fencing, silt fencing or water retention berms; the construction of an area for an office trailer and parking; and any other items necessary for site operations and management shall be negotiated.

The inspection of every load, in and out, is further defined in the documentation section below. All debris will be processed in accordance with all Local, State and Federal Rules, Standards and Regulations. Processing may include, but is not limited to, reduction by tub grinding, incineration when approved, or other alternate methods of reduction such as compaction. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), recyclable debris, white goods and hazardous wastes. All reduced debris as well as non-reducible debris will be disposed of at a location(s) agreed to by both parties. The TOWN OF SUMMERVILLE shall maintain ownership as the responsible party for all debris under this Agreement.

TDSRS Site Reclamation

Site reclamation shall be accomplished in accordance with all Federal, State and Local Laws, Standards and Regulations. Site reclamation shall be accomplished in accordance with the CONTRACTOR's **Debris Management Guide** and **Environmental Protection Plan**. The TDSRS will be restored to its Pre-Use Condition. Associated costs for site reclamation shall be negotiated and agreed upon by both parties.

Disaster Event Generated Hazardous Wastes Abatement

CONTRACTOR shall abate all hazardous waste identified by the TOWN OF SUMMERVILLE in accordance with all applicable Federal, State and Local Laws, Standards and Regulations to include but not be limited to 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199; Hazard waste abatement shall be accomplished in accordance with the Contractor's **Debris Management Guide** and **Environmental Protection Plan**. Prices for this service are included in this Agreement as Attachment 4.



Documentation and Inspection

All storm debris shall be subject to inspection by the TOWN OF SUMMERVILLE or any Public Authority in accordance with generally accepted standards to insure compliance with the CONTRACT and applicable Federal, State and Local Laws. The CONTRACTOR shall, at all times, provide the TOWN OF SUMMERVILLE access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work and materials. The CONTRACTOR and the TOWN OF SUMMERVILLE will have in place, at the TDSRS, personnel to verify the contents and cubic yards of the vehicles entering the TDSRS. Records will be maintained of every vehicle entering the TDSRS, its cubic yardage and verification the vehicle leaving the TDSRS to ensure that it is in fact empty. The CONTRACTOR and the TOWN OF SUMMERVILLE will monitor the material to determine that it in fact consists of eligible debris. The CONTRACTOR and the TOWN OF SUMMERVILLE will have in place at the pick-up site, personnel to verify the contents, location, date and time of the vehicles departing for the TDSRS. Prior to use the CONTRACTOR and the TOWN OF SUMMERVILLE will establish and record the certified cubic yard capacity and will inspect each haul truck. The CONTRACTOR will include and provide disposal tickets, field inspection reports and other data sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement, if applicable. The CONTRACTOR will assist the TOWN OF SUMMERVILLE in preparation of Federal (FEMA, etc.) and State reports for any potential reimbursement through the training of TOWN OF SUMMERVILLE employees and the review of documentation prior to submittal. The CONTRACTOR will work closely with the South Carolina Division of Emergency Preparedness, FEMA and other applicable State and Federal Agencies to insure that eligible debris collection and data documenting same appropriately addresses concerns of the likely reimbursement agencies.

Priority of Work Areas

The TOWN OF SUMMERVILLE shall establish the priority of and shall approve the work area in advance, which the CONTRACTOR will be allowed to work. Daily and/or weekly scheduled meetings shall be held to determine approved work areas. The CONTRACTOR shall remove all eligible debris and leave the site from which the eligible debris was removed in a clean and neat condition with the understanding that there will be certain debris that is not picked-up by equipment, machinery and general laborers used by the CONTRACTOR. Determination of when a site is in a clean and neat condition shall be at the reasonable judgment of the TOWN OF SUMMERVILLE.

Working Hours

All activity associated with gathering and loading of eligible debris shall be performed during visible hours only. Hauling of eligible debris to the TDSRS will be allowed during visible daylight hours only between dawn and dusk unless prior approval by the TOWN OF SUMMERVILLE for extended hours is given. The CONTRACTOR may work during these hours seven (7) days per week including holidays. It is understood between the parties that at



the TDSRSs debris reduction may take place twenty four (24) hours, seven (7) days per week if the CONTRACTOR deems it necessary and safe. The CONTRACTOR shall be responsible for obtaining sites to stage equipment, such as trucks while not in use.

Debris Disposal

The CONTRACTOR shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State and Local Laws, Standards and Regulations. Final disposal locations shall be at the discretion of the TOWN OF SUMMERVILLE utilizing disposal sites operated by the Dorchester County, Charleston County or Berkeley County Solid Waste Authority. Should the Dorchester County, Charleston County or Berkeley County Solid Waste Authority be unable to provide the necessary sites, final disposal sites shall be at the discretion of the CONTRACTOR with prior acceptance of the TOWN OF SUMMERVILLE. Information regarding the location such as disposal sites shall be attached to this Agreement in the form of a Memorandum for the record. The CONTRACTOR and a TOWN OF SUMMERVILLE Inspector assigned to the disposal process shall maintain disposal records and documentation. Documentation shall be quantified in cubic yards.

White Goods

The CONTRACTOR may expect to encounter white goods for disposal. White goods shall constitute household appliances as defined in the South Carolina Administrative Code. The CONTRACTOR shall dispose of all white goods encountered in accordance with applicable Federal, State and Local Laws and applicable regulatory requirements. The cost associated with the removal of Freon from white goods is included in Attachment 4 of this Agreement under the hourly rate for the Field HM Technician. The cost of disposal of Freon recovered shall be negotiated at time of need.



SCOPE OF SERVICES – TWO – TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM I: PROGRAM MANAGEMENT ASSISTANCE **See Note (1)**

1. PUBLIC ASSISTANCE PROGRAM

A) Damage Survey Report (DSR) or Project Worksheet (PW)

- i) Official DSR/PW Request ó Assist Town of Summerville personnel in the following:
 - a) Identification of expenditures eligible for reimbursement
 - b) Submission of official öRequest for DSR Inspectionö
- ii) Local Government Representation on DSR/PW Team ó Train and assist TOWN OF SUMMERVILLE personnel to accomplish the following:
 - a) Identification of eligible items for reimbursement
 - b) Review of DSR/PW for accurate scope of work
 - c) Review of DSR/PW for accurate unit costs
- iii) Recovery Process Documentation ó Assist TOWN OF SUMMERVILLE personnel in the following:
 - a) Creation of recovery process documentation plan
 - b) Maintenance of documentation of recovery process
- iv) Force Account Labor vs. Contract Labor
 - a) Recommendation to government officials on need to contract or utilize force account labor
- v) Recovery Process Oversight
 - a) Recommendation to government officials on need to contract for project management for projects requiring intense oversight
 - b) DSR/PW tracking through State and Federal process
 - c) Written and oral status reports to government officials

B) Documentation Support

- i) Review of records system for applicability to Federal and State requirements
- ii) Orientation and training of Department/Division Heads on requirements for quality and quantity of required documentation
- iii) Assist in selection of öClerk of Recordsö and provide detailed training for documentation
- iv) Review documentation for accuracy and quantity



- v) Assist in preparation of claim documentation
- C) Consultation and Negotiation Services
 - i) Recommendations to government officials on plans of action
 - ii) Provide guidance to government officials on issues involving Federal and State reimbursement
 - iii) Assist TOWN OF SUMMERVILLE officials in negotiations with Federal and State officials
- D) Other representations as may be requested/required

Note (1): This is the concept of complete recovery management support where CONTRACTOR would assist an applicant on all aspects of the recovery process. CONTRACTOR personnel cannot assume the Sovereign Duties of the TOWN OF SUMMERVILLE officials; therefore, these services shall be in the form of guidance and consultation.



AGREEMENT FOR DISASTER RECOVERY SERVICES

Attachment 2

The following is a listing of costs for technical services and/or tasks to be provided by CONTRACTOR to TOWN OF SUMMERVILLE upon issuance to the CONTRACTOR of a Notice-To-Proceed. Costs denoted by an hourly dollar amount represent an **hourly rate** for personnel and/or equipment services. Costs denoted by a unit price denote the cost per **cubic yard** or cost per **ton** to provide the appropriate services of debris removal.

CONTRACTOR INVOICING

The CONTRACTOR may invoice the TOWN OF SUMMERVILLE not more than once every fifteen (15) days. Fifteen (15) days after beginning work and/or providing services described in a Notice-To-Proceed, the CONTRACTOR shall submit the first payment request to the TOWN OF SUMMERVILLE. The payment request shall be filled out and signed by the CONTRACTOR covering the work performed during the period covered by the payment request and supported by such data as the TOWN OF SUMMERVILLE may reasonably require. The TOWN OF SUMMERVILLE shall, within ten (10) working days of receiving such payment request, finalize review of documentation and make payment to CONTRACTOR. The CONTRACTOR will be subject to audit by Federal, State and Local agencies pursuant to this CONTRACT.

The invoice must contain the following items as applicable to individual task orders:

COST FOR SCOPE OF SERVICES – ONE – DEBRIS MANAGEMENT

Measurement and Payment for Gathering, Pick-up and Hauling to TDSRS; Processing of Debris from Public Rights-of-Ways; Hauling of Debris from TDSRS to Final Disposal Site

The CONTRACTOR will not be compensated for disposing of any material not defined as eligible debris. The CONTRACTOR and TOWN OF SUMMERVILLE will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that **does not** conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the CONTRACTOR **will not** invoice the TOWN OF SUMMERVILLE for such loads. For each suitable load pick-up, hauled, processed, a record of the cubic yards will be recorded by the CONTRACTOR and TOWN OF SUMMERVILLE on numbered tickets supplied by the CONTRACTOR. Copies of each load record will be available to the CONTRACTOR and the TOWN OF SUMMERVILLE's designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. The TOWN OF SUMMERVILLE may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal tickets disputed will be



returned to the CONTRACTOR, within five (5) working days of the invoice date, for additional clarification prior to payment of those tickets.

The CONTRACTOR shall invoice the TOWN OF SUMMERVILLE for each cubic yard of debris hauled according to the CONTRACTOR'S PRICE PROPOSAL. The CONTRACTOR'S price proposal is based on an approximate haul distance of twenty five (25) miles to Dorchester County, Charleston County or Berkeley County Solid Waste Authority Site (one way). Should haul distance exceed twenty five (25) miles (one way), the CONTRACTOR and the TOWN OF SUMMERVILLE will negotiate adjusted rates for cubic yards hauled.

Disposal costs (Tipping Fees) shall be the initial responsibility of the CONTRACTOR.

The CONTRACTOR shall invoice the TOWN OF SUMMERVILLE for disposal costs incurred per cubic yard hauled on each invoice submitted to the TOWN OF SUMMERVILLE for payment.

Measurement and Payment for Emergency Road Clearance, Demolition of Structures, Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owned Property (other than Rights-of-Ways)

Measurement of these services utilizing other than an hourly rate is difficult at best and would potentially lend itself to unnecessary disputes. Therefore, the TOWN OF SUMMERVILLE and the CONTRACTOR agree that the CONTRACTOR shall invoice the TOWN OF SUMMERVILLE utilizing the hourly rates listed on the CONTRACTOR'S PRICE PROPOSAL. A not-to-exceed amount shall be placed upon any specific work performed at an hourly rate at time of issuance of a Notice-To-Proceed by the TOWN OF SUMMERVILLE to the CONTRACTOR as agreed upon by both parties.

The TOWN OF SUMMERVILLE and the CONTRACTOR shall have inspectors in the field with each work crew to monitor record and sign time sheets for the actual times worked for each piece of equipment and crew-member present at a particular work site. These signed records shall be the basis for the CONTRACTOR'S invoice to the TOWN OF SUMMERVILLE.

Hazardous Stumps (Removal, Back-fill, Haul to TDSRS)

The removal and hauling of hazardous stumps is a unique process requiring specialized equipment. As such, this process requires a unique documentation and costing. Each stump will be measured by the TOWN OF SUMMERVILLE and the CONTRACTOR inspector assigned, three (3) feet above normal ground level, to determine the diameter of the trunk. Once the diameter is established, the stump will be physically numbered by the best means available, photo documented by the TOWN OF SUMMERVILLE and recorded by the inspectors on a specific record provided by the CONTRACTOR.

The CONTRACTOR shall invoice the TOWN OF SUMMERVILLE for hazardous stump removal and hauling to the TDSRS utilizing the following categories:



Up to but less than 6 inch diameter: \$ _____/per stump

6 inch diameter and up, but less than 12 inches: \$ _____/per stump

Company: _____

Authorized Signature: _____

12 inch diameter and up, but less than 25 inches: \$ _____/per stump

26 inch diameter and up, but less than 36 inches: \$ _____/per stump

37 inch diameter and up, but less than 48 inches: \$ _____/per stump

Equal to or greater than 48 inch diameter: \$ _____/per stump

The CONTRACTOR shall invoice the TOWN OF SUMMERVILLE per cubic yard for acquiring, hauling and placing clean back-fill material in holes left by hazardous stumps. Material shall be acquired from the TOWN OF SUMMERVILLE Public Works Facility. Should the TOWN OF SUMMERVILLE not be able to provide said material, the CONTRACTOR and the TOWN OF SUMMERVILLE shall negotiate an adjusted cost for this service.



COST FOR SCOPE OF SERVICES – TWO – TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM I: PROGRAM MANAGEMENT ASSISTANCE

All costs associated with this service are included in the cost shown above.

Award of Proposal

A committee shall be formed to review all proposals submitted and award shall be based on the following criteria:

- 1) Costs for services required ó 33 1/3%
- 2) Work history of company including contracts with similar needs and requirements ó 33 1/3%
- 3) References ó 33 1/3%

Company: _____

Authorized Signature: _____



AGREEMENT FOR DISASTER RECOVERY SERVICES

Attachment 3

Measurement and Payment for Emergency Road Clearance, Demolition of Structures, Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owned Property (other than Rights-of-Ways)

Hourly rates to be applied to Services as referenced in Attachment 2 of this Agreement.

<u>Equipment Description</u>	<u>Unit</u>	<u>Unit Price</u>
30 Ton or larger Crane	Hour	\$ _____
50ø Bucket Truck	Hour	\$ _____
Track-Hoes: John Deere 690 or equivalent	Hour	\$ _____
Wheel-Loader 644 or equivalent	Hour	\$ _____
D-6 Dozers or equivalent	Hour	\$ _____
John Deere 544 or equivalent	Hour	\$ _____
Equipment Transports	Hour	\$ _____
Service truck	Hour	\$ _____
Bobcat Loader	Hour	\$ _____
Tractors with Box Blade	Hour	\$ _____
5 cubic yard Dump Truck	Hour	\$ _____
* The above rates include operators*		
<u>Personnel Description</u>	<u>Unit</u>	<u>Unit Price</u>
Climber with Gear	Hour	\$ _____
Superintendent with Truck	Hour	\$ _____
Foreman with truck	Hour	\$ _____
Operator with Chainsaw	Hour	\$ _____
Survey Personnel with Vehicle	Hour	\$ _____
Traffic Control Personnel	Hour	\$ _____
Inspector with Vehicle	Hour	\$ _____
Laborers	Hour	\$ _____

Company: _____

Authorized Signature: _____



AGREEMENT FOR DISASTER RECOVERY SERVICES

Attachment 4

Hazardous Materials Remediation and Abatement Rates

The following is a listing of costs for services and/or tasks to be provided by the CONTRACTOR to the TOWN OF SUMMERVILLE upon issuance to the CONTRACTOR of a Notice-To-Proceed. Costs denoted by an hourly dollar amount represent an hourly rate for personnel and/or equipment services. Costs denoted by a unit price denote the cost per denoted unit to provide the appropriate services.

PERSONNEL

<u>Project Classification</u>	<u>Per Hour</u>	<u>OT</u>
Project Coordinator	\$ _____	\$ _____
Field Hazardous Material Manager	\$ _____	\$ _____
HM Containment Area Manager	\$ _____	\$ _____
Field Project Supervisor	\$ _____	\$ _____
HM Containment Area Supervisor	\$ _____	\$ _____
Field Project Foreman	\$ _____	\$ _____
HM Containment Area Foreman	\$ _____	\$ _____
Field HM Technician	\$ _____	\$ _____
HM Containment Area Technician	\$ _____	\$ _____
Health & Safety Specialist	\$ _____	\$ _____
Project Engineer	\$ _____	\$ _____
Project Geologist	\$ _____	\$ _____
Chemist	\$ _____	\$ _____
Regulatory Manager	\$ _____	\$ _____
Equipment Operator	\$ _____	\$ _____
Asbestos Abatement Supervisor	\$ _____	\$ _____
Asbestos Abatement Worker	\$ _____	\$ _____
Asbestos Inspector	\$ _____	\$ _____
Truck Driver	\$ _____	\$ _____
Administrative Assistant	\$ _____	\$ _____
Clerical	\$ _____	\$ _____

VEHICLES / TRANSPORTATION

<u>Description</u>	<u>Unit</u>	<u>Cost</u>
Pickup Truck	Day	\$ _____
Pickup Truck Extended Cab	Day	\$ _____
Pickup Truck 4x4	Day	\$ _____
Pickup Truck 1 Ton	Day	\$ _____
Box Truck	Day	\$ _____

Company: _____

Authorized Signature: _____



VEHICLES / TRANSPORTATION continued

<u>Description</u>	<u>Unit</u>	<u>Cost</u>
Passenger Car	Day	\$ _____
20ø Response Trailer	Day	\$ _____
36ø Response Trailer	Day	\$ _____
Office Trailer	Day	\$ _____
Flatbed Trailer	Day	\$ _____
Vehicle Use ó Pickups, Vans, Cars	Mile	\$ _____
Vehicle Use ó Trailers, Heavy Trucks	Mile	\$ _____
12ø Work Boat w/Motor	Day	\$ _____
12ø Work w/o Motor	Day	\$ _____
Vacuum Truck 3500 Gallon	Day	\$ _____

PERSONAL PROTECTIVE EQUIPMENT (PPE)

<u>Description</u>	<u>Unit</u>	<u>Cost</u>
Level A Employee Fully Encapsulated Suit, SCBA, 1 SCBA Bottle, Gloves and Boots (Does not include suit, glove or boot replacement)	Day	\$ _____
Level B Employee Protective Coveralls, SCBA or Airline Respirator, Gloves, Boots and Hard Hat (Does not include coverall or glove replacement)	Day	\$ _____
Level C Employee Protective Coveralls, Half or Full Face respirator, Cartridges, Gloves, Boots and Hard Hat (Does not include coverall, cartridge or glove replacement)	Day	\$ _____
SCBA Bottles refill ó After the first included in Level A&B charge above	Each	\$ _____
Cascade Air System per Employee	Day	\$ _____
Air Filtration Panel	Day	\$ _____
Airline Respirator ó Each includes 150 feet of airline	Day	\$ _____
Respirator Airline ó 50ø section	Each	\$ _____
Respirator Cartridges	Pair	\$ _____
Level A Suit ó Kappler Responder or Equal	Each	\$ _____
Level B Suit ó Kappler Responder or Equal	Each	\$ _____
Tyvek	Each	\$ _____
Proshield	Each	\$ _____
Saranex	Each	\$ _____
Acid Suit	Each	\$ _____
Rain Suit	Each	\$ _____

Company: _____

Authorized Signature: _____



PERSONAL PROTECTIVE EQUIPMENT (PPE) continued

<u>Description</u>	<u>Unit</u>	<u>Cost</u>
Neoprene Gloves	Pair	\$ _____
Nitrile Gloves	Pair	\$ _____
Silvershield Gloves	Pair	\$ _____
PVC Gloves	Pair	\$ _____
Cotton or Latex Gloves	Pair	\$ _____
Leather Work Gloves	Pair	\$ _____
PVC Boots ó Hazmax	Pair	\$ _____
Boot Covers	Pair	\$ _____
Hearing Protection	Pair	\$ _____
High Hazard Personnel Decontamination	Day	\$ _____
Low Hazard Personnel Decontamination	Day	\$ _____
Portable Eyewash Station	Day	\$ _____
First Aid Station	Day	\$ _____
Personnel Retrieval System	Day	\$ _____
Personnel Retrieval Harness	Day	\$ _____

MONITORING / SAMPLING EQUIPMENT

<u>Description</u>	<u>Unit</u>	<u>Cost</u>
Combustible Gas Indicator	Day	\$ _____
Toxic Gas Detector	Day	\$ _____
Photoionization Detector	Day	\$ _____
Hazmat Kit	Day	\$ _____
Detector Tubes	Ten Pack	\$ _____
PH Paper	Pack	\$ _____
Spill Classifier	Strip	\$ _____
Personnel Air Sampling Pump	Day	\$ _____
Asbestos Bulk Sample	Each	\$ _____
Hand Auger Stainless Steel	Day	\$ _____

HEAVY EQUIPMENT

<u>Description</u>	<u>Unit</u>	<u>Cost</u>
Mechanized Broom	Hour	\$ _____
Backhoe (\$35.00/hour after 8 hours)	Day	\$ _____
Backhoe Extend-A-Hoe (\$40.00/hour after 8 hours)	Day	\$ _____
Trackhoe 490 or Equivalent (\$80.00/hour after 8 hours)	Day	\$ _____

Company: _____

Authorized Signature: _____



HEAVY EQUIPMENT continued

<u>Description</u>	<u>Unit</u>	<u>Cost</u>
Bulldozer D4 or Equivalent (\$70.00/hour after 8 hours)	Day	\$ _____
12 Ton Lowboy (\$15.00/hour after 8 hours)	Day	\$ _____
50 Ton Lowboy (\$30.00/hour after 8 hours)	Day	\$ _____
Skid Steer ó Bobcat (\$35.00/hour after 8 hours)	Day	\$ _____
Dumptruck	Hour	\$ _____

RECOVERY EQUIPMENT

<u>Description</u>	<u>Unit</u>	<u>Cost</u>
Hand Operated Transfer Pump	Day	\$ _____
1ö Diaphragm Pump	Day	\$ _____
2ö Diaphragm Pump	Day	\$ _____
2ö Diaphragm Pump S.S.	Day	\$ _____
3ö Diaphragm Pump	Day	\$ _____
1ö Suction or Discharge Hose	Day	\$ _____
2ö Suction or Discharge Hose	Day	\$ _____
3ö Suction or Discharge Hose	Day	\$ _____
2ö Chemical Suction or Discharge Hose	Day	\$ _____
3ö Chemical Suction or Discharge Hose	Day	\$ _____
Small Compressor	Day	\$ _____
185 CFM Compressor	Day	\$ _____
Airhose Section	Day	\$ _____

MISCELLANEOUS EQUIPMENT

<u>Description</u>	<u>Unit</u>	<u>Cost</u>
Portable Light Stand	Day	\$ _____
4000-5000 Watt Generator	Day	\$ _____
Electrical Cord Section ó 50ø	Day	\$ _____
Spike Bar	Day	\$ _____
Airless Sprayer	Day	\$ _____
Pressure Washer	Day	\$ _____
Water Hose Section ó Garden	Each	\$ _____
Cutting Torch	Day	\$ _____
Wire Welder	Day	\$ _____
Air Blower	Day	\$ _____
HEPA Vac	Day	\$ _____
Barrel Cart	Day	\$ _____

Company: _____

Authorized Signature: _____



MISCELLANEOUS EQUIPMENT continued

<u>Description</u>	<u>Unit</u>	<u>Cost</u>
Wheelbarrow	Day	\$ _____
Oil Dry Spreader	Day	\$ _____
Traffic Control Vests, Cones, Flags, Barrels, etc.	Day	\$ _____
Drill with Bits	Day	\$ _____
Grounding Cable and Rod	Day	\$ _____
Circular Saw	Day	\$ _____
Hand Tools per Employee ó Shovels, Scoops, Brooms, Rakes, Hoes, etc.	Day	\$ _____
Tool Kit ó Hammers, Pliers, Screwdrivers, etc.	Day	\$ _____
Wrench Kit ó Bung Wrench, Speed Wrench, Pipe Wrench, Sockets, Channel Locks	Day	\$ _____
Step Ladders	Day	\$ _____
Extension Ladders	Day	\$ _____
Photographic Equipment	Day	\$ _____
Port-A-John	Day	\$ _____
Flashlights	Each	\$ _____
Handheld Radios	Day	\$ _____
Decontamination Charge for All Vehicles and Equipment	Quoted at time of need	

MATERIALS / DISPOSABLES

<u>Description</u>	<u>Unit</u>	<u>Cost</u>
5öx 10ø Absorbent Boom ó Petroleum	Each	\$ _____
8öx 10ø Absorbent Boom ó Petroleum	Each	\$ _____
3öx 12ø Absorbent Boom ó Universal	Each	\$ _____
Absorbent Pads ó Bundle ó Petroleum	Each	\$ _____
Absorbent Pads ó Bundle ó Universal	Each	\$ _____
Absorbent Clay ó Bag	Each	\$ _____
Oil Dry	Each	\$ _____
Peat Moss	Each	\$ _____
Vermiculite	Each	\$ _____
Soda Ash ó Bag	Each	\$ _____
4 mil 20x100 Polyethylene	Each	\$ _____
6 mil 20x100 Polyethylene	Roll	\$ _____
6 mil Bags	Each	\$ _____
Duct Tape	Each	\$ _____
55 gallon Drums	Each	\$ _____

Company: _____

Authorized Signature: _____



MATERIALS / DISPOSABLES continued

<u>Description</u>	<u>Unit</u>	<u>Cost</u>
55 gallon Drum Liners 6 10 mil	Each	\$ _____
Fiber Drums	Each	\$ _____
30 gallon Overpack	Each	\$ _____
95 gallon Poly Overpack	Each	\$ _____
DOT Hazardous Waste Labels	Each	\$ _____
Fire Extinguisher	Each	\$ _____
CAUTION / HAZARD Tape	Each	\$ _____
Respirator Wipes	Each	\$ _____
Kappler Tape	Roll	\$ _____

Company: _____

Authorized Signature: _____



**TOWN OF SUMMERVILLE
DEBRIS REMOVAL
REQUEST FOR PROPOSALS**

<u>Item</u>	<u>Qty</u>	<u>Units</u>	<u>Description</u>	<u>Cat. 1 Unit Price</u>	<u>Cat. 2 Unit Price</u>	<u>Cat. 3 Unit Price</u>	<u>Cat. 4 Unit Price</u>	<u>Cat. 5 Unit Price</u>
1.	1	Lump Sum	Mobilization and Demobilization					
2.	1	Cubic yard	Removal of Burnable Debris					
2a.	1	Cubic yard	Reduction of Burnable Debris					
3.	1	Cubic Yard	Removal of Non-Burnable Debris					
3a.	1	Cubic Yard	Reduction of Non-Burnable Debris					
4.	70	Hour	Emergency Road Clearance					
5.	1	Cubic yard	Acquire Haul, Place as needed Clean Back Fill Material					
6.	1	Cubic yard	Sand Screening					
7.	1	Hourly Rate	Demolition of Manpower & Equipment					
8.	1	Cubic yard	Hazardous Material					
9.	1	Each	White Goods Disposal					

Company: _____

Authorized Signature: _____



**TOWN OF SUMMERVILLE
STORM DEBRIS REMOVAL
LOAD TICKET**

Ticket Number: _____ **Date:** _____

Contractor Name: _____

Contract Number: _____

Site Departure Time: _____

Dumpster Arrival Time: _____

Debris Classification:

- ☐ **Burnable**
- ☐ **Burnable Construction & Demolition**
- ☐ **Non-Burnable**

Debris Quantity (in cubic yards): _____

Verified By Site Monitor: _____

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5/15/2015



General Notes:

- A. It shall be the responsibility of the Town of Summerville to notify the CONTRACTOR no later than twenty-four (24) hours in advance of a storm event that is forecasted to impact the Summerville project area. Based on damage assessments done by the Town of Summerville immediately after the stormø passing, the Town of Summerville will determine whether or not a Notice-To-Proceed is to be issued. If a Notice-To-Proceed is issued, the CONTRACTOR shall make the necessary arrangement to be on site and ready to fulfill the services outlined in this document within 48 hours of receipt of the notice.
- B. It is understood that, except as otherwise stated in this Agreement and Attachments to this Agreement, the CONTRACTOR shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified in the Notice-To-Proceed as agreed upon by both parties, this includes tipping fees.
- C. Permits and licenses of a temporary nature necessary for the execution of the Services shall be secured and paid for by the CONTRACTOR unless otherwise stated in this Agreement.
- D. The CONTRACTOR will supervise and direct all Services. The CONTRACTOR is solely responsible for the means, methods, techniques, sequences, safety program and procedures. The CONTRACTOR will employ and maintain on the work site a qualified supervisor(s) who shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor by the Town of Summervilleø Authorized Representative shall be as binding as if given to the CONTRACTOR.
- E. The name(s) of the supervisor(s) will be supplied to the Town of Summerville for each issuance of a Notice-to-Proceed in the form of a Memorandum for the Record that will be attached to the CONTRACT Agreement.
- F. Contractor shall be responsible for clean-up of all debris resulting from their work. Any debris removed by the Contractor shall be lawfully disposed of at an approved landfill site.
- G. Contractorø work shall be performed in accordance with all applicable provisions of the Occupational Safety and Health Act (OSHA) including requirements of the Hazardous Material Communication Program (HAZCOM). A copy of the documents required by HAZCOM is to be provided to The Town of Summerville, and will remain on file with the Purchasing Agent, if applicable.
- H. These documents are: a material inventory sheet, a letter documenting employee training, a written program for hazardous material communication, and a Material Safety Data Sheet for each listed material.
- I. Any area designated by the Town of Summerville for use as a storage or staging area by the Contractor shall be maintained in a neat and orderly manner. All areas must be kept free from trash and other debris at **all times**. Failure to comply will result in loss of yard privileges for Contractor. Contractor will be responsible for getting site (staging area) back to its original condition.
- J. Contractor shall provide evidence of worker's compensation, commercial general liability, Owners and Contractors Protective liability and automobile liability insurance, in compliance with the Town of Summervilleø limits. If fines or penalties are levied against the Subject Property or the Town of Summerville, then the Contractor shall be responsible for payment of such fines or penalties or the cost of any fines or penalties shall be deducted from the Contract amount.

Initials

Date



IMPORTANT

1. Bidder may **mail**, or **hand-deliver** the sealed bid to the Procurement Department. **Do Not Fax** in the bid response. Please show the "Bid Title" on the outside of any mailing package. The Town of Summerville assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence, address the envelope to the Purchasing Agent, and include the bid reference on this envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.
2. **DEADLINE FOR SUBMISSION OF OFFER:** Any bid or offer received after the Purchasing Agent has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening.
3. This solicitation does not commit the Town of Summerville to award a bid or contract, to pay any cost incurred in the preparation of the response, or to procure, or contract for goods or services listed herein.
4. The Town of Summerville reserves the right to reject any and all responses, to cancel the solicitation, and to waive any technicality if deemed to be in the best interest of the Town.
5. Questions regarding this solicitation must be submitted in writing no later than 4:00pm Monday, May 31, 2010, in order to get proper answers, and a Q & A addendum posted to the Town of Summerville's website. Questions may be emailed to (ctsouprake@summervillesc.gov), or hand delivered to the Procurement office located on the 1st floor of the Annex building at 200 S. Main St, Summerville, SC.

INSTRUCTIONS TO BIDDERS

1. Bids, amendments or withdrawal requests must be received by the time advertised for bid opening to be timely filed. It is the Vendor's sole responsibility to insure that these documents are received by the Purchasing Agent (or office) at the time indicated in the solicitation document. Any withdrawal request received after time of opening must have proper approval of the Purchasing Agent.
2. Bidders must clearly mark as "**Confidential**" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The agency reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.
3. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
4. The Town of Summerville reserves the right to award this solicitation by line item, by lot, or by total using the award method that is in the best interest of the Town of Summerville, unless stated otherwise elsewhere in this solicitation.



5. All amendments to and interpretations of this solicitation shall be in writing and issued by the Purchasing Agent for the Town of Summerville. The Town of Summerville shall not be legally bound by any amendment or interpretation that is not in writing.
6. All Addendum and Award Notices will be posted on our website: www.SummervilleSC.gov, then click on the Formal Sealed Bids/Proposal/Quotes.
7. **Drug Free Workplace:** (Note: This clause applies to any resultant contract of \$50,000.00 or more.) The State of South Carolina has amended Title 44, Code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug Free Workplace Act. (See Act. No. 593, 1990 Acts and Joint Resolutions). By submission of a signed solicitation, you are certifying that you will comply with this act. (See Section 44-107-30). This will certify your compliance with the Act.
8. This solicitation is intended to promote full and open competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested Vendor to notify the Procurement Department in writing no later than five (5) business days prior to the scheduled due date and time.
9. The Town of Summerville reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the City.
11. **Default:** In case of default by the Vendor, the Town of Summerville reserves the right to purchase any or all items in default in the open market, charging the Vendor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Vendor until the assessed charge has been satisfied.
12. **Price Condition:** All prices shall be firm-fixed type, unless stated otherwise. Also, all submitted responses shall remain effective for a minimum period the contract period.
13. **Response Form:** All responses shall be printed in ink or typewritten. When required, additional pages may be attached.

A "No Response" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply.

14. **Bidders' Qualifications:** The Town of Summerville reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The Town of Summerville further reserves the right to make the final determination as to the bidder's ability to provide said services.
15. **Insurance Requirements:** The Contractor shall not commence work under this Bid until he has obtained all insurance under this section and the Town Administrator and the Town Attorney of the Town of Summerville, South Carolina, have approved such insurance coverage. Insurance certificates are required from the General Contractor, service providers and all subcontractors. **NO EXCEPTIONS.**

WORKER'S COMPENSATION INSURANCE: The Contractor shall provide and maintain during the life of this contract, the statutory Workers Compensation Insurance of \$1,000,000 as



required by all applicable Federal, State, Maritime or other laws including Employers Liability for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Statutory Workmen's Compensation and Employer's Liability Insurance of \$1,000,000 for all of the latter's employees to be engaged in such work. The Contractor must provide full compensation insurance for all persons employed directly in the performance of this Agreement. The policy must provide Employers Liability coverage in the amount of \$1,000,000 each accident; \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury by disease policy limit and shall be maintained in full force and effect during the term of this Agreement and any subsequent extension hereto. The requirements for Worker's Compensation Insurance coverage will not be waived. The cancellation provision of this policy is hereby amended to provide the Town of Summerville thirty (30) days prior written notice of cancellation.

LIABILITY INSURANCE: The Contractor shall provide and maintain during the performance of work under this Bid, General Liability and Property Damage insurance in the following amounts, to protect himself, his agents and his employees from claims for damage for personal injury, including wrongful and accidental death and property damage which may arise from operations under this Bid, whether such operations be performed by himself or his employees.

GENERAL LIABILITY \$1,000,000 Per Person /\$1,000,000 Each Occurrence
PROPERTY DAMAGE \$1,000,000 each Occurrence
AGGREGATE \$2,000,000

COMPREHENSIVE AUTOMOBILE LIABILITY. The Contractor shall provide and maintain during the performance of work under this Bid, Comprehensive Automobile Liability Insurance, including protection for liability arising out of owned, non-owned and hired vehicles. The policy shall be extended to provide contractual coverage for the Hold Harmless Agreement, which is part of these Instructions to Bidders. Comprehensive automobile liability coverage is to protect the CONTRACTOR from claims for bodily injury and property damage arising out of CONTRACTOR's use of motor vehicles in the performance of this Agreement. The policy must provide coverage for ANY AUTO (CODE 1) and Contractual Liability (Endorsement CA-0025). The policy shall provide a combined single limit of liability of \$1,000,000 per occurrence for bodily injury and property damage. The limits of liability shall be as follows:

BODILY INJURY \$1,000,000 Per Person/\$1,000,000 Each Occurrence
PROPERTY DAMAGE \$1,000,000 each Occurrence

EXCESS OR UMBRELLA LIABILITY with a limit of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate.

Public Liability and Property Damage: Coverage shall be written on either an ISO 1973 Comprehensive General Liability GL-0002 form, which shall include a Board Form Liability Endorsement GK0404, or ISO 1986 Commercial General Liability Form CG-0001. In addition, the XCU exclusion shall be removed if exposure to these hazards is present in the



work to be performed. The policy shall provide a combined single limit of liability (CSL) of \$2,000,000 per occurrence for bodily injury and property damage with an aggregate limit of not less than \$5,000,000.

Policy Endorsements

The following endorsements shall be attached to the policy(s) indicated below:

General Liability & Automobile Liability

It is understood and agreed that in consideration of the terms and conditions of the policy to which this endorsement is attached, the Town of Summerville, its officials, officers, agents and employees are recognized as additional insureds under the policy and as such will be provided thirty (30) days prior written notice of non-renewal, exhaustion of aggregate limit, modification of coverage or cancellation for any reason, and company hereby agrees to provide such notice. Failure of the company to provide the required notice shall cause the coverage to continue in full force and benefit until proper notification as required herein provided, the provisions of the policy or any certificate of insurance to the contrary notwithstanding.

It is understood and agreed that Contractor's insurance is primary to any policy of insurance or self-insurance program maintained by the Town of Summerville, which is hereby agreed to be excess and non-contributing for the purposes of this Agreement.

It is understood and agreed that the Town of Summerville as an additional insured bears no responsibility for the payment of any premiums, assessments, or deductibles.

It is hereby agreed that the failure of any insured to comply with the reporting requirements of the above policy(s) shall not affect the coverage provided to the Town of Summerville as an additional insured.

Said insurance shall be written by a company or companies approved to do business in the State of South Carolina and acceptable to the Town of Summerville. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the Town.

The Town of Summerville, its officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the contract; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officials, employees or volunteers and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the Owner may possess.

Each insurance required by the Owner shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Owner.

All certificates and endorsements must be received and approved by the Owner within five (5) days after notification of award. It is required that the Purchasing Office at 200 S. Main



St, Summerville, SC 29483, receives an **original** certificate of insurance. Fax copies are not acceptable. If you have any questions, please call 843-851-4205.

Town shall withhold payments to Contractor if the certificates of insurance and endorsements required above are canceled or Contractor otherwise ceases to be insured as required herein.

16. **Town Business License:** The successful vendor and any subcontractors, prior to execution of the contract, must possess or obtain a Town of Summerville Business License. Such license must be maintained throughout the duration of the contract. Contact Cindy Killon at (843) 871-6000 to determine the exact amount or to ask other pertinent questions regarding doing business in the Town of Summerville.
17. **Bidders Responsibility:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
18. **Warranty of Title and Waiver of Lien:** The CONTRACTOR shall not at any time suffer or permit any lien, attachment, or any other encumbrance under the laws of the State of South Carolina, or otherwise by any person or persons whomsoever to remain on file with the Town of Summerville against any money due or to become due for any work done or materials furnished under this Agreement or by any reason or claim or demand against CONTRACTOR. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of an Agreement.
19. **Subcontracting:** The CONTRACTOR shall be fully responsible to the Town of Summerville for the acts and omissions for its subcontractors and of persons directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons employed by it.

The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the services and give the CONTRACTOR the same powers regarding terminating any subcontract that the Town of Summerville may exercise over the CONTRACTOR under any provisions of this Agreement.

Nothing contained in the Agreement shall create any contractual relationship between any subcontractors and the Town of Summerville. The CONTRACTOR shall supply the names and addresses of subcontractors and material suppliers upon activation of the Agreement and updated by the CONTRACTOR to the Town of Summerville on a biweekly basis during said activation.

The CONTRACTOR shall not use a subcontractor or material supplier whom the Town of Summerville has a reasonable objection to, and shall make all reasonable attempts to subcontract with local firms currently doing business within the Town of Summerville, Dorchester County, Charleston County or Berkeley County, South Carolina.

20. **Exceptions and Deviations:** Any bid that does not meet the specifications and design criteria must be accompanied by documentation identifying and justifying all exceptions and



deviations.

21. Town of Summerville Obligations: The TOWN OF SUMMERVILLE shall furnish all information and documents necessary for the commencement of services, to include valid written Notice-To-Proceed. A representative will be designated by the TOWN OF SUMMERVILLE to be the primary contact person for inspecting the work and answering any on-site questions prior to and after activation of an Agreement via a Notice-To-Proceed.
22. Governing Laws: The laws of South Carolina shall govern this Agreement. All litigation arising under said Agreement shall be litigated only in a Circuit court for the Ninth Judicial Circuit of Charleston County, Charleston, South Carolina. The prevailing party shall be entitled to attorney's fees and the cost of said litigation.
23. 7 % S. C. Sales Tax: Shall be added to the purchase order resulting from this solicitation. However, lump sum bid responses shall **include** all applicable taxes as a separate line item.
24. Prompt Payment Discount Terms: Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.
25. Or Approved Equal: Certain processes, types of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the Owner reserves the right to select the items that, in the judgment of the Owner, are best suited to the needs of the Owner based on price, quality, service, availability and other relative factors. Bidders must indicate brand name, model, model number, size, type, weight, color, etc. of the item bid if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement.
26. Contract Period (if applicable): The initial term of the Agreement shall be for a period of Five (5) years. Town of Summerville reserves the right to extend the Agreement if the Town of Summerville determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed three (3) additional one (1) year periods. If the Vendor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Contract. The Town of Summerville shall have the sole discretion to honor or reject the Contractor's request for a price increase.
27. Award Process: The Town of Summerville shall select the most competitive response on the terms which are considered to be most advantageous to the Town. However, final approval may rest with members of the Town Council for the Town of Summerville
28. Rejection: The Town of Summerville reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared with the same or other bids if such action is in the best interest of the Town.
29. Correction of Errors on This Bid Form: All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.



30. Non-Appropriation: If the Town of Summerville's Town Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the contract, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the Town.
31. Force Majeure: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by default of a Sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-Contractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
32. Arbitration: Under no circumstances and with no exception will the Town of Summerville act as Arbitrator between the Contractor and any Sub-Contractor.
33. Indemnification: The Town of Summerville, its officials and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the Town or failure of the Town to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
34. Guarantee: The Vendor shall state his normal warranty and any extended warranties where available.
35. Save Harmless: (This General Condition **Does Not** Apply to Solicitations for Service Requirements). The successful bidder shall indemnify and save harmless the Town of Summerville and all town officials, and employees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Bidder shall have no liability to the Town of Summerville if such patent, trademark or copyright infringement or claim is based upon the bidder's use of material furnished to the bidder by the Town of Summerville.
36. Publicity Releases: Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
37. Quality of Products: (This General Condition **Does Not** Apply to Solicitations for Printing or Service Requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.



38. S.C. Law Clause: Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
39. Termination: Subject to the provision below, the contract may be terminated for any reason by the Town of Summerville Purchasing Department, provided a thirty (30) day advance notice in writing is given to the Contractor.
- a. Termination For Convenience: In the event that this contract is terminated or cancelled upon request and for the convenience of the Town of Summerville without the required thirty (30) days advance written notice, then the Town may negotiate reasonable termination costs, if applicable.
- b. Termination For Cause: Termination by the Town of Summerville for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply. (See General Provisions #1 - Default)
40. Assignment: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Town of Summerville Procurement Department.
41. Item Substitution: (This General Condition **Does Not** Apply To Solicitations For Printing or Service Requirements). No substitutes will be allowed on a purchase order issued by the Town without permission from the Town of Summerville Procurement Department.
42. Restriction/Limitations: No purchases are to be made from this contract of any item that is not listed or of any item that is currently authorized under any contract awarded prior to this contract.
43. Purchases From Other Sources: (This General Condition **Does Not** Apply To Solicitations For Printing or Service Requirements). The Town of Summerville reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract.
44. Gratuities and Kickbacks
- a. Gratuities: It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation,



auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

- b. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontractor or order.



NO BID RESPONSE FORM

Bid Number:	N/A	Bids will be received until: May 27, 2015 2:00pm
Bid Title: Disaster Debris Removal		
Mailing Date:	Direct Inquiries to: Tracy Owens (towens@summervillesc.gov)	
Vendor Name:	FEIN/SS#:	
Vendor Address:		
City – State – Zip:		
Telephone Number:	Fax Number:	
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response.		
Authorized Signature: _____		Title: _____
Date: _____		
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.		

To submit a “**No Bid**” response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond, your name may be removed from the bidders list.

Please check statement(s) applicable to your “**No Bid**” response

- ☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- ☐ Specifications are ambiguous (explain below).
- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet bond requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ We do not offer this product or service.
- ☐ Remove us from your vendor list for this commodity/service.
- ☐ Other (specify below).

Comments: _____

Bid Number:	N/A	Bids will be received until: May 27, 2015 2:00pm
Bid Title: Disaster Debris Removal		
Mailing Date:	Direct Inquiries to: Tracy Owens	



CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized him or herself with the information contained within this entire solicitation and applicable amendments, submits the attached bid, and other applicable information to the Town of Summerville, which I verify to be true and correct to the best of my knowledge. I further certify that this bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this solicitation and certify that I am authorized to sign this bid. ***By submission of a signed bid, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.*** I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name, as registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone Number

Remittance Address

Fax Number

City, State, Zip

Cell Number

Federal Tax ID (FEIN)/SS Number

SC Sales Tax Number

General Contractors License #

SC Sales Tax Number

TYPE OF BUSINESS ENTITY (*check one*):

____ Individual/Sole Proprietor

____ Partnership

____ Corporation

____ Limited Liability Company

____ Other (*please specify*: _____)

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The Town of Summerville shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.



QUALIFICATION OF APPLICANT

(All answers should be typed or printed)

Name of Applicant: _____

Date of Application: _____

Submitted By: _____

Mailing Address: _____

How long in present business: _____

Names of officers, members or owners of concern, partnership, etc. plus years of experience in this field:

President _____

Vice President _____

Secretary _____

Treasurer _____

Owners or Partners _____

Dun & Bradstreet rating if available _____

How many years has your company been in business? _____

How long established in the state of South Carolina? _____

Approximately how many hourly employees do you plan to employ on a regular basis for this contract? _____

How many salaried supervisory employees do you plan to employ on a regular basis for the contract? _____



The Contractor shall include with the proposal submitted at least two (2) references substantiating satisfactory service levels for disaster recovery provided by their company. Telephone number and contact person must be included.

1. _____

2. _____

Federal Tax ID Number: _____

On a separate sheet provide additional information regarding memberships in professional organizations, honors, awards, recognitions, etc.

Attach Business Card Here:



I certify that the information supplied herein (including all pages attached) is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known is now barred or otherwise declared ineligible by any public agency from applying for furnishing materials, supplies or services to any agency thereof.

Signature of person authorized to sign this application

Name and title of person signing (Please type or print)



PROPOSAL AND SIGNATURE DOCUMENT
Disaster Debris Removal

The undersigned, as Applicant, declare that we have examined all proposal documents contained herein and will contract, thereon, with the Town of Summerville (hereinafter referred to as the "Town of Summerville") to do everything necessary for the fulfillment of this contract. We agree any addenda received are part of the proposal documents. (If no addenda have been received, please place a zero in the space provided.)

We understand that any false statements made to meet any requirements may result in contract cancellation or initiation of action under Federal or State laws or both.

Applicant-Company Name

Addenda - Numbers Received

Authorized Signature

Telephone Number

Printed Name

Fax Number

Email

South Carolina Sales Tax Registration No.:

If SC Sales Tax No. not supplied, please state reason:

Federal Tax ID No. (FEIN) (Required):

or

If Tax ID No. (TIN) is Social Security No. enter here:

Mailing Address

Date

City, State, Zip

Remittance Address (If different from mailing address)

City, State, Zip



Will you offer a prompt payment discount? Yes [☐] or No [☐] (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the Town of Summerville, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", ENTITLED "PAYMENT DISCOUNTS".

Sealed Bids Must Be Received Prior To 2:00 P.M. on May 27, 2015